

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WORLD WRESTLING ENTERTAINMENT,
LLC, f/k/a WORLD WRESTLING
ENTERTAINMENT, INC.,

Plaintiff,

v.

PANINI S.P.A.,

Defendant.

Case No. 23-CV-8371(LGS)

**DECLARATION OF GREGORY F. LAUFER IN SUPPORT OF WWE’S MOTION
FOR A PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

I, Gregory F. Laufer, declare, under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am admitted to practice before this Court and am a member of the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to Plaintiff World Wrestling Entertainment, LLC (f/k/a World Wrestling Entertainment, Inc.) (“WWE”) in this proceeding. I respectfully submit this declaration in support of WWE’s motion for a preliminary injunction and temporary restraining order.

2. On August 25, 2023, WWE sent Panini S.p.A. (“Panini”) a letter terminating the Product License Agreement, dated January 1, 2022, between WWE and Panini (the “Agreement”). The letter is attached as Exhibit B to WWE’s Complaint in this action.

3. On August 29, 2023, WWE received a letter from Panini’s outside counsel in this matter in which Panini disputed both the validity of and WWE’s articulated bases for WWE’s

termination of the Agreement. The letter is attached as Exhibit C to WWE's Complaint in this action.

4. On August 31, 2023, I emailed a letter to Panini's counsel in response to Panini's August 29, 2023 letter, in which I articulated WWE's disagreement with Panini's position and reiterated that Panini may no longer use WWE's intellectual property in any way. The letter is attached as Exhibit D to WWE's Complaint in this action.

5. In early September 2023, I observed that Panini continued to sell and advertise products bearing, and otherwise use, WWE's intellectual property. I also observed that Panini continued to market itself incorrectly as "officially licensed" by WWE. Examples of this conduct are reflected in Exhibit E to WWE's Complaint in this action.

6. On September 8, 2023, I emailed Panini's counsel a letter on behalf of WWE demanding that Panini immediately cease infringing WWE's intellectual property and requesting that Panini confirm in writing by 5:00 PM Eastern on September 13, 2023, that Panini had done so by. The letter is attached as Exhibit F to WWE's Complaint in this action.

7. On September 14, 2023, I contacted Panini's counsel by telephone. He represented that he had not received my prior correspondence dated August 31 and September 8, 2023. I thereafter followed up via email, attaching my prior communications, in response to which counsel for Panini confirmed that he had previously received, but until September 14 had missed, my written correspondence dated August 31 and September 8, 2023. On behalf of WWE, I requested via email to Panini's counsel that Panini respond to my prior written correspondence by 12:00 PM Eastern Time on September 15, 2023. The email chain is attached as Exhibit G to WWE's Complaint in this action.

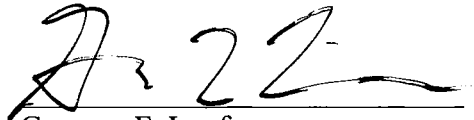
8. At 12:04 PM Eastern Time on September 15, 2023, I contacted Panini's counsel to ask if Panini intended to respond that day. Panini's counsel responded that Panini likely would not respond until Monday, September 18, 2023. The email chain is attached as Exhibit H to WWE's Complaint in this action.

9. On September 18, 2023, I received a letter from Panini's counsel contesting the validity of WWE's termination of the Agreement. The letter is attached as Exhibit I to WWE's Complaint in this action.

10. On September 20, 2023, I emailed Panini's counsel in this action and informed him that WWE intended to move for a preliminary injunction and temporary restraining order against Panini on September 20, 2023, enjoining Panini from using WWE's intellectual property.

11. To my knowledge, no previous application for similar relief has been made in this or any other action.

Executed on September 20, 2023, in New York, New York.



Gregory F. Laufer